



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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April 16, 2003

IN REPLY PLEASE
REFER TO FILE: **MP-6**
33.031

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COMPTON CREEK - PARCEL 8, ET AL.
USE AGREEMENT - CITY OF COMPTON
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Notice of Exemption for the Compton Creek Regional Commuter Bikeway & Multi-Purpose Trail, prepared by the City of Compton and filed with the County Clerk on August 5, 1997; find that the Notice of Exemption describes Compton Creek, Parcel 8, et al., along with the Use Agreement contemplated; concur that the project is exempt from the California Environmental Quality Act (CEQA), and find that this action reflects the independent judgment of the Los Angeles County Flood Control District.
2. Approve the enclosed Use Agreement between the United States Army Corps of Engineers, the City of Compton, and the Los Angeles County Flood Control District to allow the District's fee- and easement-owned real properties to be used for a multi-purpose bikeway and equestrian trail along the Compton Creek right of way. The project area affecting Compton Creek extends along a 3.3-mile reach from El Segundo Boulevard to Artesia Boulevard, all in the City of Compton.
3. Instruct the Chair to sign the enclosed Use Agreement and authorize delivery of an original to each party.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action will allow the Los Angeles County Flood Control District to enter an Agreement with the City and the Corps for the purpose of allowing the City to use the access roads along a 3.3-mile stretch of Compton Creek to construct a multi-purpose bikeway and equestrian trail. The scope of the work involves construction of a paved bike path, landscaping, fencing, signing and striping, and lighting along the project limits. The area of Compton Creek covered by the Agreement begins north of El Segundo Boulevard and proceeds southerly to Artesia Boulevard, in the City of Compton.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of service excellence. The primary use of the District's facility will continue to be for flood control purposes while the City's use of the property will enhance the community's recreational opportunities.

FISCAL IMPACT/FINANCING

None.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District owns a mixture of fee and easement interests within the project area. The Corps has some fee interest and is responsible for the operation and maintenance of Compton Creek within the project limits. The City will bear all costs associated with the planning, construction, operation, and maintenance of the proposed project.

County Counsel has reviewed and approved this Use Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The City's project is entitled "Compton Creek Regional Commuter Bikeway & Multi-Purpose Trail." The Notice of Exemption was prepared by the City of Compton and was filed with the County Clerk on August 5, 1997. The recommended finding is in accordance with the CEQA and is required prior to your Board's approval of this Use Agreement.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

This action is in the District's best interest. Enclosed are four originals of the Use Agreement. Please have the originals signed by the Chair and acknowledged by the Executive Officer. Please return all four executed original Use Agreements so that we can forward them to the Corps for their execution. A fully executed original Use Agreement will then be returned to the Executive Office.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

WH/DKW:lf
P:6/comptoncreekbl

Enc.

cc: Auditor-Controller (Accounting Division-Asset Management)
Chief Administrative Office
County Counsel

Use Agreement No. 03-12

Compton Ck – Parcels 8, 10, 10A, 11, 12, 13, 13A, 14, 15, 16, 17, 30A, 174, 175, 176, 177, 178, 179, 180, 188, 199A, 202A, 203, 204, 205, 214, 215A, 216A, 217, 218A, 219, 220, 221, 222, 223, 224, 225, 226, 226A, 227, 228A, 229, 231, 232, 233, 235, 236A, 237, 238A, 239, 273A, 279A, 280A, 281, 282, 285, 286, 287A, 288A, 289, 290, 291, 294, 297, 306, 307, 308, 316, 317, 346A, 737, 738, 739, 751, 753, 754, 758, 764A, 765A, 766A, 767A, 768A, 769A, 770A, 771A, 772A, 773A, 774A, 775A, 777A, 778A, 779A, 780, 781A, 782A and 783A

R/W Map Nos. 33-RW 7.2 through 16.1

Thomas Guide 734 F1 south to 735 A7

AGREEMENT

This Agreement, by and between The United States of America, hereinafter referred to as "CORPS",

AND

Los Angeles County Flood Control District, a body corporate and politic, hereinafter referred to as the "DISTRICT."

AND

The City of Compton, a municipal corporation, in the State of California, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, DISTRICT; while performing its primary function of flood control and water conservation, is willing to cooperate where feasible with CITY in the CITY'S development of recreational activities along 3.3 miles of the Compton Creek eastern and western access roads from 400 feet north of El Segundo Boulevard to Artesia Boulevard in the City of Compton ("project area"); and

WHEREAS, the project area is under the operational and maintenance jurisdiction of CORPS; and

WHEREAS, CITY desires to construct a multi-purpose bikeway and equestrian trail along the project area, and

WHEREAS, the Scope of Work for the project area involves construction of a paved asphalt concrete bike path, landscaping, fencing, signing and striping, lighting and minor street modifications; and

WHEREAS, DISTRICT owns portions in fee and easement along the project area; and

WHEREAS, CORPS owns fee to about 5% - 10% of the land along the project area; and

WHEREAS, this agreement pertains to the eastern and western access roads only, and does not affect existing maintenance responsibilities inside the channel, currently held by the CORPS.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto mutually agree as follows:

SECTION I

CITY AGREES:

1. To bear all costs to prepare plans and specifications and build the multi-purpose trails, including a bicycle trail (Class I Bike Path), walking, jogging and hiking trails on the eastern side and equestrian trail on the western side of the Compton Creek Channel.
2. To secure the right of way, obtain and maintain insurance, and all other costs which are necessary to complete construction of said multi-purpose bicycle trail (Class I Bike Path) and equestrian trail and all appurtenant facilities.
3. Without limiting City's indemnification of the DISTRICT and CORPS, parties acknowledge that the CITY is self-insured for Comprehensive General Liability and Worker's Compensation. As a minimum, CITY shall maintain coverage in amount equivalent to the following commercial insurance coverage:
 - a. Comprehensive General Liability insurance, which shall include a single limit liability amount not less than TWO MILLION DOLLARS (\$2,000,000), per occurrence.
 - b. Worker's Compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the DISTRICT, CITY, and CORPS against any loss, claim or damage arising from any injuries of occupational diseases occurring to any worker employed by or any person retained by CITY in the course of carrying out the work or services contemplated in this Agreement.

DISTRICT and County of Los Angeles, its governing board, officers, agents, contractors, and employees, shall be named as additional insured on all policies of liability insurance. The CORPS shall also be named as additional insured on all policies of liability insurance CITY shall furnish to DISTRICT; a Certificate of Insurance evidencing CITY'S insurance coverage no later than ten (10) working days after execution of this Agreement, but before City takes possession of the Premises. Upon renewal of said policy CITY shall furnish to DISTRICT and the CORPS a Certificate evidencing CITY'S continued insurance coverage as required herein.

4. To obtain DISTRICT'S Chief Engineer's approval in the form of a no-fee permit from DISTRICT, prior to any construction
5. To obtain DISTRICT'S Chief Engineer's approval and revise permit prior to making any changes in the approved plans and specifications that may affect the Compton Creek access roads.
6. To bear all costs for the operation and maintenance of all improvements constructed by CITY on DISTRICT'S and CORPS' right of way within the project area for the purposes contemplated herein, namely any fencing and multi-purpose trails, including a bicycle trail (Class I Bike Path), walking, jogging and hiking trails on the eastern side and an equestrian trail on the western side.
7. To take all actions necessary to render the multi-purpose trails and all appurtenant facilities inaccessible to public access in the event that CITY abandons its operation and maintenance of the multi-purpose trails.
8. To keep the multi-purpose trails, bicycle (Class I Bike Path) walking, jogging, hiking and equestrian trails in a safe, clean, and orderly condition at all times during the occupancy of the Compton Creek access roads and not permit rubbish, cans, bottles, garbage, etc., to accumulate at any time, nor to commit, suffer, or permit any waste of said premises or any acts to be done in violation of any laws or ordinances.
9. To close all gates and render the multi-purpose trails inaccessible to the public when CITY deems necessary during periods of precipitation and inclement weather or at any time when notified by DISTRICT or CORPS. CITY shall re-open all gates at DISTRICT'S or CORPS' request.
10. To provide access in the multi-purpose trails to CORPS' personnel for the inspection of Compton Creek.

SECTION II

DISTRICT AGREES:

1. To furnish any available map(s) and as built plans of Compton Creek for the preparation of the plans and specifications for a multi-purpose bicycle trail.
2. To advise CITY of all communications from CORPS, including plan check, notification of final inspections, etc., which affect CITY interests in said multi-purpose trails.
3. To grant CITY permission to use DISTRICT'S right-of-way for Compton Creek access roads to carry out the recreational purpose herein contemplated, to the degree it is empowered to do so.
4. To review the plans and specifications for the multi-purpose trails and notify CITY of CORPS' approval thereof.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

Use of the Compton Creek access roads for multi-purpose trails, including a bicycle (Class I Bike Path), walking, jogging, hiking and equestrian trail, shall be subordinated to the basic flood control and water conservation purpose of the area as determined by DISTRICT'S Chief Engineer and shall in no way conflict with this purpose. The DISTRICT'S Chief Engineer and CORPS reserve the right to cancel any specific use should, in their opinion, there develop an incompatibility between recreational and flood control and water conservation uses arising from any cause whatsoever. Said use shall be terminated 90 days after notification in writing by the DISTRICT'S Chief Engineer.

1. The parties expressly recognize and intend that in consideration of this Agreement which is solely for CITY'S benefit, that DISTRICT and CORPS are not to incur any liability whatsoever, for any injury, death, or property damage arising from the use of the Compton Creek Maintenance Easement right-of-way or any use of the DISTRICT'S right-of-way by persons who gain entry through openings or areas provided for CITY'S use. Should any person or persons enter the DISTRICT'S right-of-way in the vicinity of the CITY'S use, it shall be presumed unless proved otherwise by CITY, that such person or persons gained entry-through openings provided by CITY'S use. For purposes of this provision, DISTRICT, shall include the Los Angeles County Flood Control District, Los Angeles County, their officers, agents, and employees, and CORPS, shall include the United States Army Corps of Engineers, its officers, agents and employees.

2. CITY agrees to indemnify, defend and save harmless DISTRICT, and the CORPS, their agents, officers and employees from and against any and all liability, expenses, and property damage (including defense costs and legal fees) arising from or in anyway connected with, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, arising from CITY'S (including any member of the public) use of the project area.
3. All new fencing and other facilities installed by CITY on DISTRICT'S and CORPS' right-of-way for recreational uses may be subject to removal by CORPS or by CITY at CORPS' request for CORPS maintenance purposes as required. CORPS agrees to notify the CITY in writing at least 30 days in advance of the necessary removal and to permit CITY to respond to the CORPS' request before further action is taken. The cost for removal, restoration, and maintenance of said facilities shall be borne by CITY. All portions of existing fencing adjacent to the vertical or near vertical banks that are replaced by CITY will be maintained by the CITY. Existing border fencing remains the responsibility of the owners.

IN WITNESS WHEREOF, the Los Angeles County Flood Control District, a body corporate and politic, by order of its Board of Supervisors has caused this Agreement to be executed by the Chair of the Board and the seal of said District to be affixed hereto and attested by its Executive Officer of the Board of Supervisor and the City of Compton and United States of America have caused the same to be executed by and through their respective dully authorized officers on this_____ day of _____, 2003.

Los Angeles County Flood Control District,
a body corporate and politic

By: _____
Chairman, Board of Supervisors
Los Angeles County
Flood Control District
"DISTRICT"

City of Compton,
a municipal corporation

By: _____
John D. Johnson
City Manager
"CITY"

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Of the Board of Supervisors

By _____
DEPUTY

ATTEST:

By: _____
CHARLES DAVIS
City Clerk

APPROVED AS TO FORM:
DEWITT W. CLINTON
County Counsel

By _____
DEPUTY

APPROVED AS TO FORM:

By _____
LEGRAND CLEGG II
CITY ATTORNEY

UNITED STATES OF AMERICA

By: _____
GEORGE L. BEAMS, P.E.
Chief, Construction-Operations Division
"CORPS"

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this _____ day of _____, 20_____, the facsimile signature of _____, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

Executive Officer

VIOLET VARONA-LUKENS,

of the Board of Supervisors
of the County of Los Angeles

By _____

Deputy

(LACFCD-SEAL)

APPROVED as to form
LLOYD W. PELLMAN, County Counsel

By _____
Deputy

P:Conf:ACK:locofax2.LACFCD